

***3 August 2012
General Services Office
US Embassy Tbilisi
11 George Balanchine St.
Tbilisi, Georgia***

The Embassy of the United States of America invites eligible companies to submit a quotation for the provision of 100 tons of Diesel Fuel L-62.

Interested companies shall submit quotations in a sealed envelope marked "Quotation #SGG80012M0804 Enclosed" to the General Services Office, US Embassy Tbilisi, 11 George Balanchine St. Dighomi, before 12:00pm on August 13, 2012. No quotation will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. SF-1449
2. Section 1, Pricing and discounts for Prompt Payment.
3. Section 5, Representations and Certifications;
4. Additional information as required in Section 4, Evaluation Factors.

The U.S. Government intends to award a contract/purchase order to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Direct any questions regarding this solicitation to Tamar Jashi by e-mail jashit2@state.gov or Giorgi Kakhniashvili at kakhniashvilig@state.gov.

SOLICITATION/CONTRACT/ORDER FOR				1. REQUISITION NO.		PAGE 1 OF		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. S-GG800-12-Q-0804		
						6. SOLICITATION ISSUE DATE 3 Aug 2012		
7. FOR SOLICITATION INFORMATION CALL		a. NAME Tamriko Jashi			b. TELEPHONE NO. <i>(No collect calls)</i> 277-172		8. OFFER DUE DATE/LOCAL TIME 12:00pm on 13 Aug 2012	
9. ISSUED BY General Services Officer American Embassy Tbilisi 11 George Balanchine St. Digomi Tbilisi, Georgia				10. THIS ACQUISITION <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		
						12. DISCOUNT TERMS		
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		
						13b. RATING		
15. DELIVER TO US Embassy Tbilisi				16. ADMINISTERED BY See block 9				
17a. CONTRACTOR/OFFEROR				18a. PAYMENT WILL BE MADE BY Financial Management Officer US Embassy Tbilisi 11 George Balanchine St. Digomi Tel: 277-000				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTIT		22. UNI		
		Diesel Fuel L-62		100		ton		
		(See attached)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>				
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i> Kevin Allen		31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER		
				<input type="checkbox"/> PARTIAL				
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL		37. CHECK NUMBER		
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		
				42a. RECEIVED BY <i>(Print)</i>		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42b. RECEIVED AT <i>(Location)</i>				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS		
		2						

SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER SGG80012Q0804 PRICES, BLOCK 23

I. Scope of Work/Pricing

The contractor shall provide high-grade diesel fuel L-62 to the U.S. Embassy Tbilisi for its official use as described in this solicitation. The provided fuel must meet the following minimum specifications: Diesel-- FOCT305-82 or commercial equivalent. The contract type will be a firm fixed price. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), storage, overhead, profit, and transportation necessary to supply, deliver, store and issue Diesel Fuel L-62 to the American Embassy, Tbilisi. The contractor shall be compensated monthly upon receipt of a proper invoice for all fuel issued during a month.

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
<u>Diesel Fuel L-62</u>	<u>100,000 kg</u>		

Delivery/Issuance:

Contractor shall deliver and make available for usage the whole amount of ordered fuel for September 2, 2012.

The contractor shall properly store the fuel until the January 8, 2013 the latest, at the storage facilities located within Tbilisi area.

During this period the contractor shall issue fuel to Embassy personnel under authorization letter provided by the Embassy. The Embassy takes obligation to take out leftover quantity of fuel from storage and make final payment to vendor after the January 8, 2013.

Delivery / distribution is not required. The fuel will be issued from the contractor's storage facilities to the American Embassy Tbilisi tanker trucks.

The vendor shall maintain strict inventory of the stored fuel. Submit inventory report of the fuel to the American Embassy Tbilisi / GSO on the monthly basis or within 24 hours upon request of the CO or COR. Inventory shall show product's turnover and remainder.

COR for this project is Bichiko Shanshiashvili—Fuel distribution monitoring team leader.

Payment:

The contractor shall be compensated monthly upon receipt of a proper invoice for all fuel issued during a month.

Payment terms: Net 30 days in local currency. Payment will be processed by Electronic Fund Transfer (EFT) to the contractor's legal account in local bank (no offshore payments) within 30 days from the receipt and acceptance of order and proper invoice by the American Embassy Tbilisi.

Offerors/quoters shall submit prices in U.S. dollars. Payment will be made in local currency at the exchange rate in effect the day an invoice is processed for payment by the Post Resource Management Officer.

Invoice submitted by the contractor shall contain the following: date of invoice submitted, contract number, amount of fuel issued during a month, price per unit, total price, vendor's information (company' name, address, telephone number), banking information for wire transfers in local currency.

The price shall not include VAT as well as all applicable taxes. According to the paragraph (Y) of the Article 230.1 of the Tax Code of Georgia supply of all services and goods intended for the official use by diplomatic and equal to them representatives, for personal use by the diplomatic and equal to them representatives (including family members living with them) shall be levied zero rate VAT.

Upon request the Embassy will provide tax exemption certificate to the contractor.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (OCT 2003), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27B).

ADDENDUM TO 52.212-4

None

52.212-5

Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (JUN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

	Clause Number and Title
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
	(2) – (14) [Reserved].
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999)
	(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
	(21) – (23) [Reserved].
	(24) 52.225-5, Trade Agreements (JUL 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
X	(25) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
	(26) – (29) [Reserved].
	(30) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
X	(31) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
	(32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
	(33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
	(34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels

	(APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
	(ii) Alternate I (APR 1984) of 52.247-64.

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

ADDENDUM TO CONTRACT CLAUSES

FAR AND DOSAR CLAUSES NOT PRESCRIBED IN FAR PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
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Inconsistency Between English Version and Translation of Contract (FEB 2000)	
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52.228-4	Workers’ Compensation and War-Hazard Insurance Overseas (APR 1984)
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52.228-5	Insurance - Work on a Government Installation (JAN 1997)
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52.245-4	Government-Furnished Property (Short Form) (JUN 2003) (applies only if Government-furnished property is a part of this purchase order)
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DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6) CLAUSES

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds \$100,000)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (for supplies to be delivered to an overseas post)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-71	Identification/Building Pass (for services where frequent and continuing access to Department of State facilities is required)	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility)	AUG 1999
652.242-70	Contracting Officer’s Representative (if a COR will be named for the order) Fill-in for paragraph b: “The COR is Bichiko Shanshiashvili—Fuel distribution monitoring team leader”	AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JAN 2004), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

None

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
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Contractor Identification Number --Data Universal Numbering System (DUNS)Number (DEC 1996)	
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52.214-34	Submission of Offers in the English Language (APR 1991)
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The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the

ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, Carol Striker at 995 32 98-99-67. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAY 2004)

(a) [Reserved]

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

___ Sole Proprietorship;

___ Partnership:

___ Corporate Entity (not tax-exempt);

___ Corporate Entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) Common Parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent;

Name _____.

TIN _____.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal

appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.